

## **EXHIBIT 14**

1  
2 -----X  
3 In the Matter of the Arbitration  
4 -of-  
5 SECURITY INSURANCE COMPANY OF HARTFORD Itself  
6 and as Successor in Interest to THE FIRE AND  
7 CASUALTY INSURANCE COMPANY OF CONNECTICUT and  
8 THE CONNECTICUT INDEMNITY COMPANY,  
9  
10 Claimant,  
11  
12 -against-  
13  
14 COMMERCIAL RISK REINSURANCE COMPANY LIMITED  
15 (BERMUDA) and COMMERCIAL RISK RE-INSURANCE  
16 COMPANY (VERMONT),  
17  
18 Respondents.  
19 -----X  
20  
21 February 22, 2006  
22 10:05 a.m.  
23 Stroock & Stroock & Lavan LLP  
24 180 Maiden Lane  
25 New York, New York

ORGANIZATIONAL MEETING  
BEFORE:

DAVID A. THIRKILL, Umpire  
MARTIN D. HABER, ESQ., Arbitrator  
THEODOR DIELMANN, Arbitrator

Reported by:  
ANDREW WALKER, RPR (1991)

1 Proceedings - February 22, 2006  
2 THE UMPIRE: Let's all go on the  
3 record.  
4 Good morning, we are at the  
5 organizational meeting in the matter of  
6 an arbitration between Security  
7 Insurance Company of Hartford and  
8 others, petitioners, and Commercial Risk  
9 Reinsurance Company Limited (Bermuda)  
10 and Commercial Risk Re-Insurance Company  
11 (Vermont), respondents.  
12 Let's do an identification of  
13 everybody in the room, going this way  
14 round. I'll start.  
15 I'm David Thirkill, umpire in this  
16 matter.  
17 MR. HABER: Martin D. Haber, I'm  
18 the party-appointed arbitrator for  
19 Security of Hartford.  
20 MR. THIBODEAU: Brian Thibodeau,  
21 senior counsel of Royal & SunAlliance.  
22 MR. LEFEBVRE: Andre Lefebvre,  
23 financial risk officer of Royal &  
24 SunAlliance.  
25 MS. JACOBSON: Michelle Jacobson,

1  
2 APPEARANCES:  
3 STROOCK & STROOCK & LAVAN LLP  
4 Attorneys for Claimant  
5 180 Maiden Lane  
6 New York, New York 10038-4982  
7  
8 BY: ROBERT LEWIN, ESQ.  
9 MICHELLE L. JACOBSON, ESQ.  
10  
11 D'AMATO & LYNCH  
12 Attorneys for Respondents  
13 70 Pine Street  
14 New York, New York 10270  
15  
16 BY: JOHN P. HIGGINS, ESQ.  
17  
18 ALSO PRESENT:  
19 BRIAN THIBODEAU, ESQ.  
20 Senior Counsel  
21 Royal & SunAlliance  
22  
23 DENNIS T. HAVER, ESQ.  
24 Assistant General Counsel  
25 Royal & SunAlliance

ANDRE LEFEBVRE  
Financial Risk Officer  
Royal & SunAlliance

JOELLE de LACROIX  
CRP

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2 Stroock & Stroock & Lavan, for the  
3 claimants.  
4 MR. HAVER: Dennis Haver,  
5 assistant general counsel with Security,  
6 part of the Royal & SunAlliance group of  
7 companies.  
8 MR. LEWIN: Robert Lewin, from  
9 Stroock & Stroock & Lavan, for the  
10 claimants.  
11 MR. HIGGINS: John Higgins,  
12 D'Amato & Lynch, for the respondents.  
13 MS. LACROIX: Joelle de Lacroix,  
14 Commercial Risk.  
15 THE UMPIRE: Thank you.  
16 MR. DIELMANN: I'm Theodor  
17 Dielmann, and I'm the party-appointed  
18 arbitrator for Commercial Risk.  
19 THE UMPIRE: I had circulated an  
20 agenda. Does everybody have that or  
21 would anybody like a copy?  
22 We're all good to go. Let's start  
23 off with disclosures by the panel. I'll  
24 go first.  
25 As far as my fellow panelists are

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7

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 2 concerned, starting with Mr. Dielmann,  
 3 whom I've known for 20 years, our first  
 4 meeting was conducting business between  
 5 our then respective employers. I've  
 6 seen him many times particularly in the  
 7 last five years or so, mainly in social  
 8 contexts, such as ARIAS meetings and so  
 9 on. I know there were a number of  
 10 business dealings between my immediately  
 11 preceding employer, RiverStone Group,  
 12 and companies that Mr. Dielmann  
 13 represented but I was not directly  
 14 involved in any of those. Mr. Dielmann  
 15 and I have come close to working  
 16 together on panels but this is the first  
 17 time we have ever done so.

18 As far as Mr. Haber is concerned,  
 19 I met him first several years ago when  
 20 he was part of the faculty at an ARIAS  
 21 intensive training workshop and I was a  
 22 mere student. I have met him many  
 23 times, again, in social and ARIAS type  
 24 contexts and at industry conferences or  
 25 seminars since. Like Mr. Dielmann, I

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 2 where I live in New Hampshire. I did  
 3 not know that until this morning.  
 4 Mr. Higgins and I, I don't believe  
 5 we've had the pleasure of meeting, we  
 6 might have seen each other at ARIAS type  
 7 contexts, but I don't believe so.

8 Ms. Lacroix, I believe I've met  
 9 you somewhere in our careers in  
 10 reinsurance, I just don't recall where  
 11 but I know we have met sometime, forgive  
 12 me if your memory is better than mine.

13 As far as the parties are  
 14 concerned, when I was a litigation  
 15 manager at RiverStone I was involved in  
 16 what turned out to be quite a complex  
 17 dispute that did involve Security of  
 18 Hartford that I believe Mr. Haver was  
 19 directly involved in managing and, as I  
 20 say, I was involved in the litigation  
 21 side of that. We never did meet during  
 22 it although I think we probably read  
 23 each other's correspondence quite  
 24 extensively. It was a matter that did  
 25 settle eventually, I believe last year.

6

8

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 2 know Mr. Haber and I have come close to  
 3 working together on panels but this is  
 4 the first time we have done so.  
 5 Mr. Haber was a party-appointed  
 6 arbitrator a number of times, I don't  
 7 know how many, for companies that were  
 8 managed or associated with my former  
 9 employer, RiverStone, but I was never  
 10 involved in any of those.

11 As far as counsel is concerned,  
 12 I've met Mr. Lewin on many occasions, in  
 13 the last few years particularly. I  
 14 believe, again, he also has represented  
 15 some RiverStone or Fairfax associated  
 16 companies but not anything that I've  
 17 directly worked on.

18 Mr. Haver and I have not met prior  
 19 to this morning although we've known of  
 20 each other's existence for some years,  
 21 which I'll come back to in a moment.

22 I don't believe I've met any of  
 23 the other representatives heretofore of  
 24 Security although I did find out that  
 25 Mr. Lefebvre lives not 20 miles from

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 2 I was also involved at RiverStone  
 3 in trying to resolve some business  
 4 issues such as commutations and so on  
 5 with a company, my memory tells me it's  
 6 Connecticut Indemnity, an affiliate of  
 7 Security of Hartford, for yet another  
 8 affiliate of the Fairfax group.

9 As far as Commercial Risk is  
 10 concerned, either of the companies, I  
 11 have had no business relationship with  
 12 them.

13 Now, my memory may be slightly  
 14 incorrect here when I was putting  
 15 together these disclosures but I think  
 16 that when Commercial Risk first opened  
 17 its doors in Bermuda, it was in the same  
 18 building, ironically enough the  
 19 Continental Insurance building, that I  
 20 worked in for a former employer of mine  
 21 called Forum Re. And I did know well, I  
 22 can't recall whether he was then  
 23 president or at least a senior officer  
 24 in the company, a man called Graham  
 25 Pewter. Which leads me to add that I

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11

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 2 don't know that this amounts to a  
 3 disclosure yet but as I read the briefs,  
 4 it did occur to me that if either or  
 5 both sides call witnesses that have a  
 6 Bermudian connection, such as  
 7 individuals from Commercial Risk, from  
 8 Legion Insurance Company, or from  
 9 H&H Park, the brokers involved here, I  
 10 may well know them personally because I  
 11 lived in Bermuda twice so I'm just  
 12 giving predisclosure of that were it to  
 13 come up.

14 I would add that during my over  
 15 35 years' career in the reinsurance  
 16 business, which included over 25 years  
 17 as a reinsurance underwriter, I know  
 18 that I was involved in business  
 19 relationships, I could not specify them  
 20 at all here, that would involve  
 21 virtually all of the companies here on a  
 22 reinsurance or ceded or assumed basis  
 23 other than Commercial Risk, I don't  
 24 think anything there.

25 Those are my disclosures.

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 2 the same two parties but different  
 3 transactions where he and I are both  
 4 party-appointed arbitrators, and the  
 5 counsel is the same, the only difference  
 6 is we don't have an umpire.

7 And that's my disclosures as to  
 8 the panel.

9 As to Security of Hartford and the  
 10 Royal & SunAlliance Group, let me  
 11 preface my disclosures by saying in my  
 12 former life I was general counsel to the  
 13 Continental Corporation, that means  
 14 every person in this room has either  
 15 sued me, been sued by me, engaged in  
 16 reinsurance transactions with us, both  
 17 as cedent and assuming company. I have  
 18 no recollection of any of that but if  
 19 someone wishes to remind me, I will  
 20 search my memory and disclose as much as  
 21 I can recollect.

22 I believe disclosure is an ongoing  
 23 obligation and I will endeavor to  
 24 disclose everything necessary to the  
 25 point of boredom for all of you up

10

12

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 2 Obviously I welcome any questions.  
 3 MR. LEWIN: We have no questions.  
 4 MR. HIGGINS: We have no  
 5 questions.

6 THE UMPIRE: Thank you.

7 MR. HABER: Thank you.

8 Again, I'm Martin Haber,  
 9 party-appointed arbitrator for Security  
 10 of Hartford in this matter.

11 First as to my colleagues, I will  
 12 reiterate exactly what Mr. Thirkill has  
 13 said about our relationship. I have  
 14 nothing really further to add to that.

15 Mr. Dielmann and I met, I guess  
 16 this is the second time of our  
 17 face-to-face meeting on his last trip  
 18 when this -- to America when this case  
 19 was first starting, he and I did met for  
 20 lunch and we had a very pleasant  
 21 discussion about how we would be working  
 22 together on this matter.

23 The only other disclosure I have  
 24 is, with regard to Mr. Dielmann, is  
 25 there is another case pending involving

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 2 through the final judgment or settlement  
 3 of this case.

4 With regard to Security of  
 5 Hartford, as I said, there are two other  
 6 cases -- there was one other case  
 7 pending, and in 1998, prior to the  
 8 purchase of Security of Hartford by the  
 9 Royal & Sun group, I think they had a  
 10 premium finance dispute in the State of  
 11 South Carolina and I was hired by the  
 12 Orion Capital Group, which was the prior  
 13 owner, as an expert witness regarding  
 14 premium financing. That case settled in  
 15 1998.

16 With regard to SCOR, there were  
 17 three matters, one of which is pending  
 18 but I am told is inches away from  
 19 settlement and there is a settlement  
 20 negotiation going on now between SCOR  
 21 and the other party. No counsel in this  
 22 room is involved and substantively there  
 23 are no issues that I know that are  
 24 similar.

25 The Royal cases were the other

13

15

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2 things, as I said, that I've disclosed.  
3 With regard to D'Amato & Lynch,  
4 there were a total of three cases in  
5 which I was involved, other than this  
6 one. One is the other Royal case as  
7 mentioned previously. We had a case  
8 where I was appointed for a client  
9 opposite to D'Amato & Lynch's client  
10 that settled in February of 2001, and  
11 another case that went to judgment in  
12 February of 2004.

13 As to the Stroock law firm, there  
14 were nine matters in total where I was  
15 involved. Of the nine matters, with the  
16 exception of one where I was appointed  
17 by a client opposed to Stroock's client,  
18 I have been appointed by Stroock in, as  
19 I said, eight other matters.

20 Of the eight matters, two matters  
21 are pending and -- not counting the  
22 Royal cases. And I am told one of those  
23 two matters might be settling but,  
24 again, no one has told me anything more  
25 specific, and in the two matters that

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2 Casualty Insurance Company in an  
3 arbitration and The Fire and Casualty  
4 Company is a --

5 MR. HABER: I'm sorry, you're  
6 absolutely right, let me amend.

7 There was another arbitration that  
8 did, in fact, go to judgment. My  
9 problem is because so many companies  
10 have so many subsidiaries it's very  
11 difficult to remember, but I thank  
12 Mr. Haver for reminding me. I was the  
13 umpire in a case that went to judgment  
14 three years ago, I'm going to say,  
15 involving a different affiliate and  
16 another company involving transactions  
17 in California that have nothing to do  
18 with this.

19 MR. HIGGINS: No questions.

20 MR. LEWIN: We have no questions.

21 THE UMPIRE: Let me supplement  
22 mine with two things that you jogged my  
23 memory on there.

24 One is the panel that you're  
25 talking about earlier on with

14

16

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2 are pending, we've not even appointed an  
3 umpire yet so I have no idea how that's  
4 going to go.

5 Four of the matters went to  
6 judgment and two others were settled.

7 And those are the sum total of my  
8 Stroock disclosures.

9 I am pleased to answer -- oh, yes,  
10 one other thing, Mr. Haver and I know  
11 each other probably north of 25 years.  
12 When he was employed solely by the Royal  
13 and when the Royal was here in New York,  
14 we were involved in various lobbying  
15 efforts, for want of a better term,  
16 involving the American Insurance  
17 Association.

18 And I believe those are the sum  
19 total of my disclosures and I'm pleased  
20 to answer any questions.

21 Mr. Lewin?

22 MR. LEWIN: No questions.

23 MR. HAVER: Just for the sake of  
24 this, my recollection is you served as  
25 an umpire involving The Fire and

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2 Mr. Dielmann, I believe that I filled up  
3 a questionnaire form or the same  
4 questionnaire form as was filled up for  
5 this one. I'm delighted to hear that an  
6 umpire hasn't been selected. Which also  
7 leads me -- as far that umpire  
8 questionnaire form, and I'm sorry I  
9 forgot to mention it earlier, but I  
10 believe and my hope is that I put on the  
11 original questionnaire form is that I am  
12 currently an umpire in a matter where  
13 Stroock & Stroock & Lavan's West  
14 Coast -- a West Coast office, so Jim  
15 Fitzgerald, I don't remember which  
16 particular office, is the counsel. I do  
17 not know who nominated me for that but I  
18 believe I put it on the questionnaire  
19 form, I just forgot it this morning.  
20 Sorry.

21 MR. DIELMANN: Compared to my  
22 esteemed co-panelists, I am just a blank  
23 sheet, so I can cut this short.

24 As far as the panel is concerned,  
25 you've heard what they said, there is

17

19

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2 nothing to add other than to say who  
3 doesn't know Marty has never been to an  
4 ARIAS meeting.

5 As far as the parties are  
6 concerned, I have no relationship  
7 whatsoever other than, you know, this  
8 particular arbitration.

9 As far as the legal counsel are  
10 concerned, you know, it both comes back  
11 to when I did my round I think four or  
12 five years ago, I visited both  
13 Mr. Higgins and some gentleman from  
14 Stroock & Stroock. Somehow, I do not  
15 know how they -- Mr. Higgins dug up my  
16 name again, but there is a present that  
17 I still have in my cupboard, a T-shirt  
18 with Stroock & Stroock on it, but the  
19 color doesn't suit me so well so I  
20 haven't put it on yet.

21 So this is all I have to say.

22 MR. HIGGINS: We have baseball  
23 hats.

24 MR. LEWIN: What color?

25 MR. DIELMANN: It was black.

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2 MR. HIGGINS: I just have a couple  
3 questions on the confidentiality.

4 THE UMPIRE: Okay, why don't you  
5 do the hold harmless and then we'll do  
6 the confidentiality.

7 MR. LEWIN: Fair enough.

8 THE UMPIRE: Did you want to go  
9 ahead with comments on the  
10 confidentiality?

11 MR. HIGGINS: We did discuss, I  
12 did discuss with an associate from  
13 Stroock, who is not here today, the  
14 one -- the change that they indicated  
15 they wanted which was disclosure  
16 essentially only on a judgment -- I'm  
17 sorry, on a court order which would  
18 require it, disclosure. And some other  
19 provisions in the original agreement.  
20 We don't have a problem with that.

21 We'd like to make sure that to the  
22 necessary extent reinsurers can be made  
23 aware of this arbitration if we need to  
24 give reinsurers information, you know,  
25 in the ordinary course of business that

18

20

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2 THE UMPIRE: The umpire refuses to  
3 wear a black hat.

4 MR. LEWIN: We have no questions.

5 THE UMPIRE: Any questions of  
6 Mr. Dielmann?

7 MR. HIGGINS: No questions.

8 THE UMPIRE: So can I take it that  
9 the parties accept the panel as  
10 constituted?

11 MR. LEWIN: Yes.

12 THE UMPIRE: And has -- thank you.

13 Has either of you prepared hold  
14 harmless forms, the customary ARIAS  
15 type?

16 MR. LEWIN: Yes. Would you like  
17 to sign them?

18 THE UMPIRE: We'd be very  
19 grateful.

20 MR. LEWIN: Do you want us to take  
21 a moment to sign this and the  
22 confidentiality, should we do this at  
23 the same time or is that acceptable?

24 THE UMPIRE: If that's okay with  
25 you?

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2 provides for auditors.

3 Does anyone have a problem with  
4 that?

5 MS. JACOBSON: Actually, it's the  
6 typical ARIAS form which provides that  
7 you may disclose to retrocessionaires.

8 MR. HIGGINS: Where is that?

9 MS. JACOBSON: Let me give you a  
10 copy, John.

11 MR. HABER: Michelle, out loud for  
12 the record.

13 MS. JACOBSON: 3(a) says,  
14 "Disclosure of arbitration information  
15 may be made: (a) to the extent necessary  
16 to obtain compliance with any interim  
17 decisions or the final award herein, or  
18 to secure payment from  
19 retrocessionaires." So the form would  
20 provide for that.

21 MR. HIGGINS: Okay.

22 The other question I had, the form  
23 talks about disclosures pursuant to  
24 subparagraphs (a) and (c), it seems to  
25 me to be a bit onerous or complicated